



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants filed under the *Residential Tenancy Act* (the “*Act*”) for a monetary order from the landlord related to a Notice to End Tenancy for Landlord's Use of Property and to recover the filing fee for their application. The matter was set for a conference call.

The Landlord and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

- Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss, pursuant to section 51 of the *Act*?
- Is the Tenant entitled to recover the filing fee for their application?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The parties agreed that the Landlord served the Tenant with a Four-Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of the Rental Unit (the "Notice") issued on July 30, 2018. The Notice indicated that the Tenant was required to vacate the rental unit as of November 30, 2018. The reason checked off by the Landlords within the Notice was as follows:

I am ending your tenancy because I am going to:

- *Perform renovations or repairs that are so extensive that the rental unit must be vacant*

Both parties agreed that the Tenant moved out of the rental unit, in accordance with the Notice on November 30, 2018. The Tenant submitted a copy of the Notice into documentary evidence.

The Tenant testified that a third party told them that they had visited the new people living in the rental unit and that they did not believe that the Landlord had completed an extensive renovation. The Tenant confirmed that they had not been inside the rental unit themselves but that they now believe that the Landlord should not have ended their tenancy due to only minor renovations. The Tenant is requesting compensation for the rental property not being used as indicated on the Notice.

The Landlords testified that they completed extensive renovations, totalling over \$75,000 and taking 20 months to complete. The Landlord testified that they gutted the property, installing new walls and floor, new kitchen cabinets, new sinks, replacing all of the windows and installed a new bathroom in the rental unit. The Landlords submitted two letters from the contractors they had hired to complete the renovation work and 10 invoices for construction materials and work completed into documentary evidence.

Analysis

I have carefully reviewed the testimony and evidence, and on a balance of probabilities, I find as follows:

Before me, I have an application pursuant to section 51(2) of the *Act*, which states the following:

Tenant's compensation: section 49 notice

51 (2) *Subject to subsection (3), the landlord or, if applicable, the purchaser who asked the landlord to give the notice must pay the tenant, in addition to the amount payable under subsection (1), an amount that is the equivalent of 12 times the monthly rent payable under the tenancy agreement if*

(a) steps have not been taken, within a reasonable period after the effective date of the notice, to accomplish the stated purpose for ending the tenancy, or

(b) the rental unit is not used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

I accept the agreed-upon testimony of these parties that the Landlord served the Notice to end the tenancy in compliance with sections 49 of the *Act*, and that the Notice had an effective date of November 30, 2018. I also accept the testimony that they did not dispute the Notice and that the Tenant had moved out of the rental unit in accordance with the Notice on November 30, 2018.

In this case, the Tenant has claimed for the additional 12-months of compensation, claiming that the Landlord did not use the rental unit for the stated purpose on the notice; specifically, that the renovations that were completed on the property did not require vacant possession.

I have reviewed the Landlord's testimony and their documentary evidence, and I accept the letters written by the Landlord's contract workers, that provided a detailed account of the work they completed on the property. Based on the evidence that I have before me, I find that extensive renovations were completed on to this rental property sufficient, to my satisfaction, that vacant possession had been required to complete this renovation.

Accordingly, I find that the Landlord did use the rental property for the stated purpose on the notice, and I dismiss the Tenant's application for compensation pursuant to section 51 of the *Act*.

Additionally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenant has not been successful in their application, I find that the Tenant is not entitled to recover the filing fee paid for this application.

Conclusion

I dismiss the Tenant application for compensation pursuant to section 51 of the *Act*, in its entirety.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 9, 2021

Residential Tenancy Branch